

H. SANFORD RUDNICK & ASSOCIATES

Labor Consultants to Management

H. SANFORD RUDNICK, J.D.

July 23, 2019

National Labor Relations Board
Office of Executive Secretary
1015 Half St. SE
Washington, D.C. 20570
Attn: Executive Secretary, Roxanne Rothchild

Re: AA Restoration LLC (Respondent)
Exceptions to Regional Director's Report on Objections
To Election in Case No. 13-RC- 241754

Dear Ms. Rothchild:

1. Pursuant the Board's rules and regulations concerning the filing of Exceptions to the Regional Director's Report on Respondent's Objections to the Election, the Respondent submits the following exceptions and case law to the Regional Director's Report on Respondent's Objections to the Election with the Bricklayers Local 21 of Illinois (Union). (See Report on Objections See Exhibit 1)

2. During the election campaign with the (Union) which was held on May 20, 2019, Respondent filed the attached 4 objections to the Election against the Union. (See Exhibit 2) objections 1, 3, 4, and 5. Also, Respondent filed the attached Challenges and Offer of Proof. (See Exhibit 3,4)

1. PROCEDURAL HISTORY

3. Based on a petition filed on May 20, 2019, an election was conducted pursuant to a Stipulated Election Agreement to determine whether a unit of employees of AA Restoration, LLC (Employer) wished to be represented for the purposes of collective bargaining by the International Union of Bricklayers and Allied Craftworkers Local 21 of Illinois (Petitioner). The voting unit consisted of:

Included: All full-time and regular part-time Masonry Restoration workers including Bricklayers, Tuckpointers, and Caulkers.

Excluded: All General Laborers, clerical employees, confidential employees, professional employees, managerial employees, guards and supervisors as defined by the Act.

4. The parties stipulated that those eligible to vote were employees in the above unit who were employed during the payroll period ending May 24, 2019, including employees who did not work during that period because they were ill, on vacation, or were temporarily laid off.

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5. The tally of ballots showed that of the approximately 6 eligible voters, 5 cast ballots in favor of the Petitioner, 1 cast ballots against representation, and 4 ballots were challenged. Those 4 ballots were sufficient in number to affect the results of the election. All 4 of the challenged individuals were challenged by the Board Agent for not being on the voter list.

2. CHALLENGED BALLOTS

6. In accordance with the Board's Rules and Regulations, an investigation into the eligibility of the challenged voters was conducted. The parties provided position statements and supporting evidence with respect to the challenged voters explaining with they are or are not eligible to vote in the election.

7. Respondent and Petitioner agreed that one challenged voter, Manuel Osorto, was ineligible to vote in the election. Both parties stated that Osorto was not working for the Employer as of the eligibility date of May 24, 2019. The parties stipulated that this standard eligibility formula would apply, and they agree that Osorto does not meet that standard. As such, Osorto is ineligible to vote and his ballot should not be counted. Therefore, the Regional Director issued the following Revised Tally of Ballots:

The results of the election are as follows:

Approximate number of eligible voters	6
Void ballots	0
Votes cast for the Petitioner	5
Votes cast against participating labor organizations	1
Number of challenged ballots	3
Number of valid votes counted plus challenged ballots	9

Challenged ballots were not sufficient in number to affect the results of the election. A majority of the valid votes counted plus challenged ballots has been cast for Petitioner.

3. THE EMPLOYER'S OBJECTIONS

8. Thereafter, the Respondent filed four Objections.

9. The Respondents contends its Objections and its offer of proof is sufficient to warrant a hearing or a new election. Accordingly, pursuant to Section 102.69(c)(1)(i) of the Board's Rules and Regulations, the Regional Director erred in overruling the Respondent's Objections and issuing a Certification of Representative.

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10. The Respondents Objections allege conduct that affected the results of the election. As the objecting party, the Respondent furnished evidence or a description of evidence that, if credited at a hearing, would warrant setting aside the election. Builders Insulation, Inc., 338 NLRB 793, 794- 95 (2003); *Holladay Corp.*, 266 NLRB 621 (1983). The Respondent contends the Regional Director erred when it made decisions resolving objections without a hearing in situations where the accompanying offer of proof would constitute grounds for setting aside the election if introduced at hearing. See Board's Rules and Regulations, Section 102.69(c)(1)(i).

EMPLOYER'S OBJECTION 1

11. OBJECTION NUMBER 1: "The Union and/or its agents at the pre-election conference and the election brought in employees not on the voting list which violated the stipulated election agreement. The Employer contends since the Union brought in employees that were not eligible to vote in the election this conduct threatened the current employees to support the union. In fact, there are 4 employees who voted in the election who did not return to work after the election. Said conduct by the Union interfered with the free atmosphere of the election."

12. Respondent contends Objection 1 alleged that the Petitioner destroyed laboratory conditions by bringing in employees not on the voting list to vote in the election in violation of the election agreement.

13. Also, Respondent asserts that this threatened employees into supporting the Petitioner.

14. In support of this Objection, the Respondent offer of proof identified a witness, Patricia Flores, office manager, who would testify that union agents intentionally brought individuals to vote who were not on the list.

15. The Respondent believed the Regional Director erred in overruling Objection 1 since it did not allow the office manager give evidence at a hearing to show that Petitioner brought in additional employees to intimidate employees at the vote.

16. Also, the Respondent contends the Union cannot intentionally bring in employees who worked at the Company several years before the vote. The union wanted to disrupt the current employees voting. The only employees that were eligible to vote were as of May 24, 2019 not years prior to the vote.

17. Further, the Regional Director erred by misstating the law in the case *Hoague-Sprague Corp.* 80 NLRB 1699 (1948) when it stated bringing individuals to the polling place is not in and of itself objectionable. This 74 year old case had to do with a carbon copy of the original voting list.

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18 Thus, the Respondent could not present evidence, that the Petitioner engaged in coercive conduct while bringing individuals to the polling place. This conduct by the union interfered with employees free choice.

19. Based on the Respondents offer of proof, Respondent contends Objection 1 has merit, and should not overruled.

EMPLOYER'S OBJECTION 2

20. OBJECTION NUMBER 2: "During the course of the election the Union did not leave the premises of the Employer. Instead the union surrounded the Employers' premises in the front and back of the office and spied and spoke to employees during the balloting process to support the Union. Said conduct by the NLRB or illegally campaigning with the employees during the balloting process interfered with the free atmosphere of the election."

21. The Respondent alleges that the Petitioner engaged in objectionable conduct when it failed to leave the Employer's premises during the polling period. The Union agents surrounded the office and spied and spoke to employees during the balloting process to support the Union. In support of its objection, the Employer's offer of proof simply stated that its witnesses observed the Union surround the office and campaign with employees.

22. The Respondent contends the Regional director erred when it stated A Union agent's continued presence outside of an employer's facility during polling is not objectionable on its face. Again, the Regional Director misstated the law in the case *U-Haul Co. of Nevada, Inc.*, 341 NLRB 195 (2004).

23. The Respondents offer of proof need not state that the Union engaged in conduct other than being present at the facility with employees during the polling period, such as union agents standing where employees had to pass by them on their way to the polling place or speaking with voters as they waited in line to vote where it could have interfered with the election. The Employer did not address its contention that union agents spied on voters in its offer of proof.

24. The Respondent was going to show this offer of proof at a hearing and was sufficient to show that the Petitioner engaged in activity which would have constituted coercion or interference.

Respondent contends Objection 2 has merit and should have not been overruled.

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EMPLOYER'S OBJECTION 3

25. OBJECTION NUMBER 3: "During the course of the election, the Union made promises to the employees they would get the employees higher wages and benefits the employees and would get a signed contract immediately after the election if they voted for the Union. Said conduct by the Union interfered with the free atmosphere of the election."

26. Respondent contends the Regional Director erred by overruling Objection 3 by alleging that the Petitioner promised employees that it would get them higher wages, better benefits and a signed contract immediately after the election if they voted for the Union. The Respondent contends that such promises interfered with laboratory conditions.

27. The Respondent contends the Regional Director cannot make a determination of how employees determine what is a true or false statement when the Regional Director did not participate in the election. Also, the Regional Director cannot step into the shoes of the employees on what they think about union promises.

28. When considering campaign propaganda, the Board has adopted a general standard that unless a party acted in a deceptive manner that renders employees unable to recognize campaign propaganda, the Board will not "probe into the truth or falsity of the parties' campaign statements" and "will not set aside elections on the basis of misleading campaign statements." See *Didlake, Inc.* 367 NLRB No. 125 (2019) and *Midland National Life Insurance Co.*, 263 NLRB 127 (1982).

29. Again, the Respondent was going to show the Regional Director that Respondents employees were not capable of recognizing campaign propaganda and were misled by the deceptive behavior of the Petitioner at a hearing.

30. Hence, Respondent contends Objection 3 has merit, and should have not been overruled.

EMPLOYER'S OBJECTION 4

31. OBJECTION NUMBER 4: "During the course of the election, the Union and/or its agents threatened the employees if they did vote for the union the Company would terminate the employees. In fact, 4 employees have not contacted the Company since the election on June 21, 2019. Said conduct adversely affected the results of the election".

32. The Respondent contends that during the election, the Petitioner and/or its agents threatened employees that if they voted for the Union, the Employer would terminate them.

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33. Again, the Respondent contends the Regional Director erred when it stated the Board has determined that threats of termination from a union are objectionable whenever an employee might reasonably believe that the union would have the power to carry it out.

34. The Respondent was going to present this evidence at a hearing to show this threat by the Petitioner affected the employees job security. The Respondent contends it does not need to give an of proof presented no basis for employees to reasonably believe that the Union had any control over employees' job security. This can only be done at a hearing with witnesses.

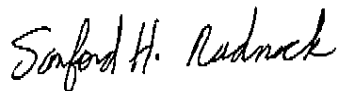
35. Thus, Respondent contends employees could reasonably believe that the Union had information that the Employer had the ability to carry out the alleged threat when the Union made such statements.

36. Therefore, Respondent contends said objection should be sufficient to set aside the election. The Respondent contends Objection 4 has merit, and should have not be overruled.

CONCLUSION

37. Based on the above, pursuant to the Board's Rules and Regulations, the Respondent contends the Regional Director erred in overruling the Respondents Objections and the evidence described in the Respondents offer of proof should constitute grounds for setting aside the election and there should be no Certification of Representative.

Respectfully,



H. Sanford Rudnick JD
Labor Consultants to AA Restoration, LLC

7-23-19
Date: _____

Form NLRB-5544
(5-2015)

CERTIFICATE OF SERVICE

Employer Name:

AA RESTORATION LLC 13-RC-241754

Service on the Employer

I hereby certify that on _____ (date), a copy of the petition involving the Employer named above, a Statement of Position (Form NLRB-505), and a Description of Procedures (Form NLRB-4812) were served on the Employer by: (check whichever is applicable)

- ☐ e-mail to the email address shown on the petition.
- ☐ facsimile (with the permission of the Employer) to the facsimile number shown on the petition.
- ☐ overnight mail to the mailing address shown on the petition.
- ☐ hand-delivery to _____ (name of Employer's representative) at the following address: _____

Service on the Other Party Named in the Petition

I hereby certify that on 7/22/19 (date), a copy of the petition involving the Employer named above, a Statement of Position (Form NLRB-505), and a Description of Procedures (Form NLRB-4812) were also served on LOCAL 21 (name of party or parties) by: (check whichever is applicable)

- ☒ email to the email address shown on the petition. SNELMSOBA@WEB.ORG
- ☐ facsimile (with the permission of the party) to the facsimile number shown on the petition.
- ☒ overnight mail to the mailing address shown on the petition. FEDEX
- ☐ hand-delivery to _____ (name of party's representative) at the following address: _____

Service on the Other Party Named in the Petition

I hereby certify that on _____ (date), a copy of the petition involving the Employer named above, a Statement of Position (Form NLRB-505), and a Description of Procedures (Form NLRB-4812) were also served on _____ (name of party or parties) by: (check whichever is applicable)

- ☐ email to the email address shown on the petition.
- ☐ facsimile (with the permission of the party) to the facsimile number shown on the petition.
- ☐ overnight mail to the mailing address shown on the petition.
- ☐ hand-delivery to _____ (name of party's representative) at the following address: _____

H Sanford Rudnick
Signature
7/23/19
Date

Sanford Rudnick Local 21
Name and Title
CONSULTANT

H. SANFORD RUDNICK & ASSOCIATES

Labor Consultants to Management

H. SANFORD RUDNICK, J.D.

PROOF OF SERVICE

I certify that I am over the age of 18 and I am not a party to the within action. My business address is 1200 Mt. Diablo Blvd. S105, Walnut Creek, Ca. 94596. On July 23, 2019, I personally and emailed the Employers and fedexed Exceptions to the Conduct Affecting the Outcome of the Election to the following parties.

Bricklayers Union Local 21
620 F Street NW
Washington DC 2004
Stephen Nelms, Director
Fax 202-772-3801
Email: snelms@bacweb.org
(O) 202-383-3210

National Labor Relations Board Region 13
Dirksen Federal Bldg,
219 S Dearborn St #808,
Chicago, IL 60604
Attn: Regional Director, Peter Song Ohr
Fax 312-886-1341
(O) 312-353-7570

I declare that the foregoing is true and correct to the best of my knowledge.

Alexandra Morgan

Dated: July 23, 2019

Alexandra Morgan



UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 13

AA RESTORATION, LLC

Employer

And

Case 13-RC-241754

INTERNATIONAL UNION OF BRICKLAYERS
AND ALLIED CRAFTWORKERS LOCAL 21 OF
ILLINOIS

Petitioner

**REPORT ON CHALLENGED BALLOTS, OBJECTIONS AND
CERTIFICATION OF REPRESENTATIVE**

Based on a petition filed on May 20, 2019, an election was conducted pursuant to a Stipulated Election Agreement to determine whether a unit of employees of AA Restoration, LLC (Employer) wish to be represented for the purposes of collective bargaining by the International Union of Bricklayers and Allied Craftworkers Local 21 of Illinois (Petitioner). The voting unit consisted of:

Included: All full-time and regular part-time Masonry Restoration workers including Bricklayers, Tuckpointers, and Caulkers.

Excluded: All General Laborers, clerical employees, confidential employees, professional employees, managerial employees, guards and supervisors as defined by the Act.

The parties stipulated that those eligible to vote were employees in the above unit who were employed during the payroll period ending May 24, 2019, including employees who did not work during that period because they were ill, on vacation, or were temporarily laid off.

The tally of ballots showed that of the approximately 6 eligible voters, 5 cast ballots in favor of the Petitioner, 1 cast ballots against representation, and 4 ballots were challenged. Those 4 ballots were sufficient in number to affect the results of the election. All 4 of the challenged individuals were challenged by the Board Agent for not being on the voter list.

ELA

CHALLENGED BALLOTS

In accordance with the Board's Rules and Regulations, an investigation into the eligibility of the challenged voters was conducted. The parties provided position statements and supporting evidence with respect to the challenged voters explaining with they are or are not eligible to vote in the election.

In their position statements, the parties agreed that one challenged voter, Manuel Osorto, was ineligible to vote in the election. Both parties stated that Osorto was not working for the Employer as of the eligibility date of May 24, 2019. The parties stipulated that this standard eligibility formula would apply, and they agree that Osorto does not meet that standard. As such, Osorto is ineligible to vote and his ballot should not be counted. Therefore, the Region hereby issues the following Revised Tally of Ballots:

The results of the election are as follows:

Approximate number of eligible voters	6
Void ballots	0
Votes cast for the Petitioner	5
Votes cast against participating labor organizations	1
Number of challenged ballots	3
Number of valid votes counted plus challenged ballots	9

Challenged ballots are not sufficient in number to affect the results of the election. A majority of the valid votes counted plus challenged ballots has been cast for Petitioner.

THE EMPLOYER'S OBJECTIONS

The Employer timely filed four Objections. I have considered the Employer's Objections and its offer of proof. As discussed below, the Employer's offer of proof is insufficient to warrant a hearing or a new election. Accordingly, pursuant to Section 102.69(c)(1)(i) of the Board's Rules and Regulations, I am overruling the Objections and issuing a Certification of Representative.

The Employer's four Objections allege conduct that affected the results of the election. A copy of the Employer's Objections is appended as Attachment A. As the objecting party, the Employer has the duty of furnishing evidence or a description of evidence that, if credited at a hearing, would warrant setting aside the election. Builders Insulation, Inc., 338 NLRB 793, 794- 95 (2003); *Holladay Corp.*, 266 NLRB 621 (1983). The Board's Rules and Regulations allow the Regional Director to make decisions resolving objections without a hearing in situations where the accompanying offer of proof would not constitute grounds for setting aside the election if introduced at hearing. See Board's Rules and Regulations, Section 102.69(c)(1)(i).

EMPLOYER'S OBJECTION 1

Objection 1 alleges that the Petitioner destroyed laboratory conditions by bringing in employees not on the voting list to vote in the election in violation of the election agreement. It asserts that this threatened employees into supporting the Petitioner. In support of this Objection, the Employer's offer

EXIB

of proof identified a witness who would testify that union agents brought individuals to vote who were not on the list.

Whether the Employer is alleging that the objectionable conduct is that the individuals were not on the voter list or merely that the Petitioner brought them to the polling place, neither allegations themselves warrant sustaining the objection. The parties did not stipulate to a specific voter list and the Board maintains a challenge process for individuals who believe they are eligible to vote but are not listed on the voter list. The Employer does not assert the challenge process was tainted. Further, bringing individuals to the polling place is not in and of itself objectionable. *See Hoague-Sprague Corp.*, 80 NLRB 1699 (1948). The Employer does not allege, or present in its offer of proof, that the Petitioner engaged in any coercive conduct while bringing individuals to the polling place. Absent such evidence, it cannot be determined that the alleged activity interfered with employee free choice.

Based on the Employer's offer of proof, I find no basis for setting aside the election. I find Objection 1 to be without merit, and it is overruled.

EMPLOYER'S OBJECTION 2

The Employer alleges that the Petitioner engaged in objectionable conduct when it failed to leave the Employer's premises during the polling period. It states that Union agents surrounded the office and spied and spoke to employees during the balloting process to support the Union. In support of its objection, the Employer's offer of proof simply stated that its witnesses observed the Union surround the office and campaign with employees.

A Union agent's continued presence outside of an employer's facility during polling is not objectionable on its face. *See U-Haul Co. of Nevada, Inc.*, 341 NLRB 195 (2004). The Employer's offer of proof does not state that the Union engaged in conduct other than being present at the facility with employees during the polling period, such as union agents standing where employees had to pass by them on their way to the polling place¹ or speaking with voters as they waited in line to vote² where it could have interfered with the election. The Employer did not address its contention that union agents spied on voters in its offer of proof.

The Employer's offer of proof is insufficient to show that the Petitioner engaged in activity which would have constituted coercion or interference. I find Objection 2 to be without merit and it is overruled.

EMPLOYER'S OBJECTION 3

Objection 3 alleges that the Petitioner promised employees that it would get them higher wages, better benefits and a signed contract immediately after the election if they voted for the Union. The Employer claims that such promises interfered with laboratory conditions.

¹ *Lach-Simkins Dental Laboratories, Inc.*, 186 NLRB 671 (1970)

² *U-Haul Co. of Nevada, Inc.*, *supra*

EX 1 C

When considering campaign propaganda, the Board has adopted a general standard that unless a party acted in a deceptive manner that renders employees unable to recognize campaign propaganda, the Board will not "probe into the truth or falsity of the parties' campaign statements" and "will not set aside elections on the basis of misleading campaign statements." See *Didlake, Inc.* 367 NLRB No. 125 (2019) and *Midland National Life Insurance Co.*, 263 NLRB 127 (1982).

The Employer's offer of proof does not state that the alleged promises were anything more than campaign propaganda. The proffered evidence provides no basis for finding that the Petitioner engaged in objectionable conduct requiring a new election. I find Objection 3 to be without merit, and it is overruled.

EMPLOYER'S OBJECTION 4

The Employer alleges that during the critical period, the Petitioner and/or its agents threatened employees that if they voted for the Union, the Employer would terminate them.

The Board has determined that threats of termination from a union are objectionable whenever an employee might reasonably believe that the union would have the power to carry it out. The Employer's offer of proof presented no basis for employees to reasonably believe that the Union had any control over employees' job security. Thus, employees could not reasonably believe that the Union had the ability to carry out the alleged threat. See *Pacific Grain Products* 309 NLRB 690 (1992). See also *Bellogio LLC*, 359 NLRB No. 128 (2013), where a union's unspecified threat to "get" an employee who opposed the union was found to interfere with election as it was in the union's power to carry out versus *Smithfield Packing Co.*, 344 NLRB 1 (2004), where an employer's threat that the union would call immigration if it was elected did not interfere with the election as it had no power over whether the union called immigration.

Based on the Employer's offer of proof, I find no basis for setting aside the election. I find Objection 4 to be without merit, and it is overruled.

CONCLUSION

Based on the above, pursuant to Section 102.69(c)(1)(i) of the Board's Rules and Regulations, the evidence described in the Employer's offer of proof would not constitute grounds for setting aside the election and I overrule the Objections in their entirety and issue the following Certification of Representative.

CERTIFICATION OF REPRESENTATIVE

IT IS HEREBY CERTIFIED that a majority of the valid ballots have been cast for **INTERNATIONAL UNION OF BRICKLAYERS AND ALLIED CRAFTWORKERS LOCAL 21 OF ILLINOIS**, and that it is the exclusive representative of all the employees in the following bargaining unit:

Included: All full-time and regular part-time Masonry Restoration workers including Bricklayers, Tuckpointers, and Caulkers.

EX 1D

Excluded: All General Laborers, clerical employees, confidential employees, professional employees, managerial employees, guards and supervisors as defined by the Act.

REQUEST FOR REVIEW

Pursuant to Section 102.69(c)(2) of the Board's Rules and Regulations, any party may file with the Board in Washington, DC, a request for review of this decision. The request for review must conform to the requirements of Sections 102.67(e) and (i)(1) of the Board's Rules and must be received by the Board in Washington **by July 30, 2019**. If no request for review is filed, the decision is final and shall have the same effect as if issued by the Board.

A request for review may be E-Filed through the Agency's website but may not be filed by facsimile. To E-File the request for review, go to www.nlr.gov, select E-File Documents, enter the NLRB Case Number, and follow the detailed instructions. If not E-Filed, the Request for Review should be addressed to the Executive Secretary, National Labor Relations Board, 1015 Half Street SE, Washington, DC 20570-0001. A party filing a request for review must serve a copy of the request on the other parties and file a copy with the Regional Director. A certificate of service must be filed with the Board together with the request for review.

Dated at Chicago, Illinois this July 16, 2019.

Peter Sung Ohr, Regional Director
National Labor Relations Board – Region 13
Dirksen Federal Building
219 South Dearborn Street, Suite 808
Chicago, Illinois 60604-2027

EX E

H. SANFORD RUDNICK & ASSOCIATES

Labor Consultants to Management

H. SANFORD RUDNICK, J.D.

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H. SANFORD RUDNICK JD
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WALNUT CREEK, CA. 94596
(925) 256-0660 (O)
(925)-262-2399 (F)
Email: sandy@rudnick.com

UNITED STATES OF AMERICA NATIONAL LABOR RELATIONS BOARD REGION 13

AA RESTORATION, LLC)
(COMPANY))

AND)

CASE NO. 13-RC-241754

BRICKLAYERS UNION,)
LOCAL 21 (UNION))

EMPLOYER'S OBJECTIONS
TO THE CONDUCT OF THE
ELECTION

AA RESTORATION LLC, (Company) hereby objects to the following conduct of the Union which adversely affected the outcome of the election in the above entitled case.

OBJECTION NUMBER 1: The Union and/or its agents at the pre-election conference and the election brought in employees not on the voting list which violated the stipulated election agreement. The Employer contends since the Union brought in employees that were not eligible to vote in the election this conduct threatened the current employees to support the union. In fact, there are 4 employees who voted in the election who did not return to work after the election. Said conduct by the Union interfered with the free atmosphere of the election.

1200 MT. DIABLO BLVD., SUITE 105 WALNUT CREEK, CA 94596 • Direct: 800/326-3046 FAX: 925/256-0980

1990 N. CALIFORNIA BLVD., S830, WALNUT CREEK, CA 94596 • E-Mails: sandy@rudnick.com • www.unionexpert.com

EX-2 A

H. SANFORD
RUDNICK
& ASSOCIATES

Labor Consultants to Management

H. SANFORD RUDNICK, J.D.

35
36
37 OBJECTION NUMBER 2: During the course of the election the Union did not leave the
38 premises of the Employer. Instead the union surrounded the Employers' premises in the
39 front and back of the office and spied and spoke to employees during the balloting process
40 to support the Union. Said conduct by the NLRB or illegally campaigning with the
41 employees during the balloting process interfered with the free atmosphere of the election.

42
43 OBJECTION NUMBER 3: During the course of the election, the Union made promises to
44 the employees they would get the employees higher wages and benefits the employees and
45 would get a signed contract immediately after the election if they voted for the Union. Said
46 conduct by the Union interfered with the free atmosphere of the election.

47
48 OBJECTION NUMBER 4: During the course of the election, the Union and/or its agents
49 threatened the employees if they did vote for the union the Company would terminate the
50 employees. In fact, 4 employees have not contacted the Company since the election on
51 June 21, 2019. Said conduct adversely affected the results of the election.

52
53 WHEREFORE, AA RESTORATION LLC respectfully requests that the results of the
54 election should be set aside and that a new election be conducted.

55
56 Respectfully,

Sanford H. Rudnick

57
58 H. Sanford Rudnick JD

59 Labor Consultants to AA Restoration, LLC Date: _____

H. SANFORD RUDNICK & ASSOCIATES

Labor Consultants to Management

H. SANFORD RUDNICK, J.D.

PROOF OF SERVICE

I certify that I am over the age of 18 and I am not a party to the within action. My business address is 1200 Mt. Diablo Blvd. S105, Walnut Creek, Ca. 94596. On June 27, 2019, I personally faxed and emailed the Employers Objections to the Conduct Affecting the Outcome of the Election to the following parties.

Bricklayers Union Local 21
620 F Street NW
Washington DC 2004
Stephen Nelms, Director
Fax 202-772-3801
Email: snelms@bacweb.org
(O) 202-383-3210

National Labor Relations Board Region 13
Dirksen Federal Bldg,
219 S Dearborn St #808,
Chicago, IL 60604
Attn: Regional Director, Peter Song Ohr
Fax 312-886-1341
(O) 312-353-7570

I declare that the foregoing is true and correct to the best of my knowledge.

Dated: June 27, 2019

Alexandra Morgan

EX2C

H. SANFORD RUDNICK & ASSOCIATES

Labor Consultants to Management

H. SANFORD RUDNICK, J.D.

Email: joyce.hofstra@nlrb.gov; Christina.Mols@nlrb.gov
Via fax; 312-886-1341

June 28, 2019

National Labor Relations Board Region 13
Dirksen Federal Building.
219 S Dearborn St. #808
Chicago, IL. 60604
Attn: Joyce Hofstra, Supervisory Attorney
Christina Mols, Board Agent

Re: Challenge of ballots in Case No. 13-RC-241754
Between AA Restoration LLC (Company) and Bricklayers Union
Local 21 (Union)

Dear Joyce and Christina:

On June 21, 2019 the above parties had an election. The Tally of Ballots were 5 votes for the Union and 1 No vote against the Union. There were 4 challenged employees by the Company who were not eligible to vote.

The stipulation in the above case stated: The parties "that are eligible to vote in the above unit who were employed during the payroll period ending May 24, 2019, including employees who did not work during this period because they were ill, on vacation or were temporarily laid off."

There was no Daniels formula that was agreed by the above parties

The only employees that were eligible to vote and worked for the Company were listed in the excelsior/voting list were as follows:

1. Martin Cortez (tuck pointer/ cement mason)
2. Juan Gomez (tuck point/ cement mason)
3. Juan Hernandez (tuck pointer/cement mason)
4. Ygnacio Melgoza-Escoto (Brick layer)
5. Daniel Ortiz (Bricklayer)
6. Antonio Rodriguez (Tuck pointer/ cement mason)

EX 3 A

H. SANFORD RUDNICK & ASSOCIATES

Labor Consultants to Management

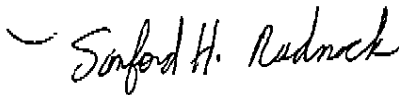
H. SANFORD RUDNICK, J.D.

The Company challenged the following employees who were not eligible to vote. According to Patricia Flores, Office Manager for AA Restoration, these employees are not eligible to vote for the following reasons.

1. Emmanuel Melgoza who previously worked for the Company as a laborer in 2018. He is only a ground labor. He did not perform work in the unit.
2. Manuel Osorto was an employee who voluntarily resigned in 6-20-18 to join another Company.
3. Ramirez Pasquel voluntarily resigned on 12-3-18. He is working for a landscaping Company.
4. Jonathan Ruiz was an independent contractor in 2018. He was a 1099 employee for labor only. He worked as a laborer and is not in the unit.

Based upon the above reasons, the Company contends these four employees should not be entitled to vote and the Company's challenges should be sustained. If you have any questions relating to the above please let me know.

Respectfully,



H. Sanford Rudnick JD

Cc: John Cintron

EX 3 B

H. SANFORD RUDNICK & ASSOCIATES

Labor Consultants to Management

H. SANFORD RUDNICK, J.D.

Email: daniel.nelson@nlrb.gov; Christina.Mols@nlrb.gov
Via fax; 312-886-1341

June 27, 2019

National Labor Relations Board Region 13
Dirksen Federal Building.
219 S Dearborn St. #808
Chicago, IL. 60604
Attn: Peter Song Ohr, Regional Director
Daniel Nelson, Assistant Regional Director

Re: Offer of Proof with Objections in 13-RC-241754
Between AA Restoration LLC (Company) and Bricklayers Union
Local 21 (Union)

Dear Peter and Daniel:

On June 21, 2019 the above parties had an election. The Company is filing the attached objections and offer of proof concerning the Election. The witnesses will submit the following evidence and declarations in support of the Objections.

With respect to Objection Number 1, Patricia Flores, office manager for the Company, personally witnessed the Union agents bringing in employees not on the voting list for the election which was in violation of the stipulated election agreement.

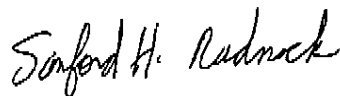
With respect to Objection Number 2, Patricia Flores observed along with Juan Hernandez, a bricklayer/mason and employee, that the Union surrounded the office and was campaigning with the employees during the election.

With respect to Objection Number 3, Juan Hernandez was told by the Union agents that the union was going to get a higher wages, benefits and a Union contract immediately after the election if the employees voted for the Union. Linda Flores was told these promises by Juan Hernandez an employee at the Company.

With respect to Objection Number 4, Juan Hernandez, an employee and Linda Flores, the office manager, heard the union agent's state if the employees voted for the union the Employer would terminate the employees.

The Employer will submit declarations in support of this offer of proof in Objections Number 1-4.

Respectfully,



H. Sanford Rudnick JD

Ex 4